

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/22/2017		2. CONTRACT NO. (if any)		6. SHIP TO:	
3. ORDER NO. HSBP1017P00740		4. REQUISITION/REFERENCE NO. 0020101853		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229				b. STREET ADDRESS	
				c. CITY	d. STATE e. ZIP CODE
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR VIGILANT SOLUTIONS INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE -- Reference Your . Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
PHONE: (b) (6)				<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
c. STREET ADDRESS POC: (b) (6) 2021 LAS POSITAS CT STE 101				10. REQUISITIONING OFFICE Chris Carter	
d. CITY LIVERMORE		e. STATE CA	f. ZIP CODE 94551-7311		
9. ACCOUNTING AND APPROPRIATION DATA PLEASE SEE THE ACCOUNTING AND APPROPRIATION DATA					

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)				Not applicable	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/27/2017	
a. INSPECTION	b. ACCEPTANCE			16. DISCOUNT TERMS Within 30 days Due net	

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt
10	Fixed LPR Camera SYS-1, VSF-XXX-H-RE	3.000	EA	(b)(4)		
20	Vigilant Perpetual License, VS-LIC-01	3.000	EA			
30	Vigilant Shipping/Handling	1.000	AU			
40	Mobile LPR 2 - Camera Sys, CDM-2-45--RE	4.000	EA			
50	Mobil Carrying Case, VS-RE-MOB-CASE	4.000	EA			
60	Cigarette Power Cable, CABLE-PWR-CIG-M	4.000	EA			
70	High Impact Camera Magnet, U-BASE-SET	8.000	EA			

SEE BILLING INSTRUCTIONS REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		(b)(4)	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME DHS - Customs & Border Protection Commercial Accounts Sect.							17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) 6650 Telecom Drive, Suite 100							
c. CITY Indianapolis			d. STATE IN	e. ZIP CODE 46278				

22. UNITED STATES OF AMERICA BY (Signature)

(b)(6); (b)(7)(C)

23. NAME (Typed)

(b)(6); (b)(7)(C)

TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER
09/22/2017

2. CONTRACT NO. (if any)

3. ORDER NO.
HSBP1017P00740

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accept
80	Vigilant Perpetual License, VS-LIC-01	8.000	EA	(b)(4)		
90	Vigilant System Start Up, SSU-SYS-COM	4.000	EA			
100	Vigilant End User Trng, VS-TRNG	1.000	AU			
110	Vigilant Trvl via Client Site, VS-TRVL-01	1.000	AU			
120	Vigilant Shipping/Handling, VS-SHP-01	1.000	AU			
130	LPR CAMERA	8.000	EA			
140	LPR Client Software	12.000	EA			
150	Mobile LPR 2-Camera System	2.000	EA			
160	Reaper System Mobility Carrying Case	2.000	EA			
170	Shipping and Handling Charges	1.000	AU			
180	Mobile Cigarette Power Cable	2.000	EA			
190	High Impact Camera Magnet	4.000	EA			

DATE OF ORDER 09/22/2017	CONTRACT NO. (if any)	ORDER NO. HSBP1017P00740	PAGE OF PAGES 3 3
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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. Do not mail or email invoices to CBP. Invoices must be submitted via the IPP website, as detailed under Electronic Invoicing and Payment Requirements in the attached terms and conditions.

NOTES:

A. SUMMARY

THIS SOLE SOURCE PURCHASE ORDER (PO) HSBP1017P00740, IS ISSUED TO PROCURE VIGILANT PERPETUAL LICENSES AND VARIOUS HARDWARE FOR LPR SYSTEM IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK (SOW). THESE ITEMS ARE FOR THE USE OF THE U.S CUSTOMS AND BORDER PROTECTION, SAN DIEGO SECTOR INTELLIGENCE UNIT, TUCSON SECTOR INTELLIGENCE UNIT, AND YUMA SECTOR INTELLIGENCE UNIT.

THIS FIRM-FIXED PRICE ORDER IS IN ACCORDANCE WITH THE ATTACHED QUOTE FROM VIGILANT SOLUTION AT A FINAL TOTAL COST OF (b)(4)

ALL ITEMS SHALL BE DELIVERED WITHIN 30 DAYS AFTER RECEIPT OF ORDER.

B. SHIPPING ADDRESS:

DHS-CUSTOMS AND BORDER PROTECTION
US BORDER PATROL SAN DIEGO SECTOR HQRTS

(b)(6); (b)(7)(C)

C. ORDER ATTACHMENTS:

ATTACHMENT 1 - STATEMENT OF WORK (SOW)
ATTACHMENT 2 - SOLE SOURCE JUSTIFICATION (SSJ)
ATTACHMENT 3 - PRICE QUOTE BY VENDOR.

VIGILANT SOLUTIONS, INC. IS REGISTERED IN SAM WITH A DUNS #: 603673117. EXPIRATION DATE IS 01/30/2018.

TECHNICAL QUESTIONS POC:

(b)(6); (b)(7)(C)

CONTRACT ADMINISTRATOR:

(b)(6); (b)(7)(C)

CONTRACTING OFFICER:

(b)(6); (b)(7)(C)

D. ACKNOWLEDGEMENT AND ACCEPTANCE:

THIS ORDER IS ACKNOWLEDGED AND ACCEPTED IN BEHALF OF VIGILANT SOLUTIONS, IC.

SIGNATURE (b)(6); (b)(7)(C)

NAME OF SIGNER (PRINTED) (b)(6); (b)(7)(C)

ATTACHMENT 1
Statement of Work (SOW)

Statement of Work (SOW)

For

Vigilant Solutions: License Plate Reader Cameras

Vigilant Solutions: LPR Analytics

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Vigilant Solutions: LPR Analytics

1. BACKGROUND

The San Diego, Tucson and Yuma Sector Intelligence Unit's (SIU's) function within each respective Sector is to collect data from multiple sources, then target and analyze links to identify Transnational Criminal Organizations. Without data to feed into the systems, the SIUs cannot be effective at disrupting and dismantling the criminal element that operate along the southwest border. When considering the amount of vehicle traffic that passes through the region, and for that matter, through the Nation, the intelligence value of collecting and analyzing license plate reader data is inherently necessary to help understand and develop an accurate threat picture. Using license plate readers to capture license plate data has been upheld as having no violation of the 4th Amendment and the law enforcement use of license plate data as unobtrusive into the motoring public's expectation of privacy. In 2016, using equipment on loan from strategic law enforcement partners and cameras purchase from Vigilant Solutions, the San Diego Sector's Predictive Intelligence and Targeting Team (PITT) has had incredible success in targeting and thwarting illicit activity. To date, the following stats have been captured

Alien Smuggling Events: 26
Controlled Substance Events: 47
Bulk Cash Smuggling Events: 12
Subjects Arrested: 194
Vehicles Seized: 78
Currency Seized: \$2,701,348 USD
Methamphetamines Seized: 287.87KGs
Cocaine Seized: 448.71 KGs
Fentanyl Seized: 9.6 KGs
Heroin Seized: 20.53 KGs
Firearms Seized: 5

In an effort to expand the success of the program and share best practices with other Border Patrol Sectors, both San Diego, Tucson and Yuma Sectors are working collaboratively to share LPR resources to increase effectiveness.

2. SCOPE

This is a sole source acquisition of 19 Vigilant License Plate Reader camera units, divided between San Diego Sector (3), Tucson Sector (4) and Yuma Sector (12) respectively. Due to lack of vendors that offer the specific equipment, capture rate, visual acuity and license plate capture effectiveness percentage we require, only one commercial entity can provide this equipment. The equipment is specific to law enforcement/military and unique to the vendor. In past procurements of these systems, we have conducted market research through Google and GSA Advantage and have been unable to locate another vendor that sells similar types of License Plate Readers with the ability to capture license plates moving at highway speeds, at night, in

poor weather conditions and with reliability of 90% or higher. No other vendor has the ability to integrate cohesively into already purchased Vigilant equipment.

3. APPLICABLE DOCUMENTS

United States v. Curtis Ellison, 2006
Supreme Court Decision on Delaware v. Prouse

CBP Directive # 3340-034A
Available at: CBP Reference Library

California Senate Bill 34, amended April 22, 2015
Available at: http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB34

4. SPECIFIC TASKS

Procurement of (3) one camera fixed Vigilant license plate reader cameras for San Diego Sector, (4) two camera mobile Vigilant license plate reader systems for Tucson Sector, (2) two camera mobile Vigilant license plate reader systems and (8) one camera fixed Vigilant license plate reader cameras for Yuma Sector. The data collected from these LPRs is then analyzed for a specific travel pattern by the Sector Intelligence Units (SIUs). No personally identifiable information (PII) is collected from the general public. Vehicles that exhibit this established smuggling travel pattern are then targeted by SIU. Vehicles and subjects who are found to be potentially involved in illicit smuggling are then entered into law enforcement tracking/alert systems and BOLOs are dispursed.

5. DELIVERABLES AND DELIVERY SCHEDULE

Deliverables to San Diego:

Vigilant will be shipping 3 Fixed ALPR Cameras each with perpetual licenses to San Diego Sector CBP within 30 days of acceptance of a purchase order. There will be no additional services.

Deliverables to Tucson:

Vigilant will be shipping 4 (2) Camera Mobile Units, each a mobile cigarette power cable, mobility carrying case, 2 high impact camera magnets, and perpetual licenses for all cameras within 30 days of acceptance of purchase order. Following shipment, Vigilant will come onsite to Tucson for one-day initial software set-up and training. See attached document for full description of equipment and service.

Deliverables to Yuma Sector:

Vigilant will be shipping (2) two camera mobile Vigilant license plate reader systems, 2 mobile

cigarette power cables for mobile system, mobility carrying case, 4 high impact camera magnets, 8 Fixed ALPR Cameras and perpetual licenses for all cameras to San Diego Sector CBP on behalf of Yuma Sector within 30 days of acceptance of a purchase order. There will be no additional services.

6. GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

N/A

7. PLACE OF PERFORMANCE

San Diego Sector:

N/A, Items will be shipped to San Diego Sector HQ.
2411 Boswell Rd. Chula Vista CA, 91914

Tucson Sector:

Tucson Sector Border Patrol
2430 S Swan Road
Tucson, AZ 85711

Yuma Sector:

San Diego Sector HQ
c/o Yuma Sector SIU.
2411 Boswell Rd. Chula Vista CA, 91914

8. PERIOD OF PERFORMANCE

This will be a one-time purchase

9. SECURITY

Law Enforcement Sensitive. Not classified.

10. SPECIAL CONSIDERATIONS

N/A

ATTACHMENT 2
Sole Source Justification (SSJ)

Attachment C1 -- Sole Source Justification

For Simplified Acquisitions (over \$3,000 and up to \$150,000) pursuant to FAR 13.106, including Brand Name

SSJ No.:

Date: 8/15/2017

PR Number: _____

1. Nature and/or description of the item/service being procured and anticipated cost:

Fixed LPR camera, perpetual license, shipping costs.
Cost - (b)(4)

2. Sole Source Justification Rationale in accordance with FAR 13.106-1(b)(1)(i) and (ii).
(Check one and explain below):

- ☐ Only one source reasonably available.
- ☐ Urgent and compelling circumstances exists.
- ☐ Exclusive licensing agreement exists.
- ☐ Brand name. If the brand name requirement applies to a portion of the procurement, please identify that portion.
- ☐ Industrial Mobilization
- ☒ Other. Explain:

Add to existing equipment currently
used in San Diego sector.

3. The anticipated price will be determined fair and reasonable based on one or more of the price analysis techniques described below in accordance with FAR Part 13.106-3(a)(2). (Check one and provide short explanation or description of action taken):

- ☐ Market Research.
- ☐ Comparison of the proposed price with prices found reasonable on previous purchases.
- ☐ Current price List.
- ☐ Comparison with similar items in a related industry.
- ☐ Comparison to IGCE.
- ☐ Contracting Officer's personal knowledge.
- ☐ Other.

4. Approval:

Contracting Officer

Date

MARKET RESEARCH REPORT

Customs and Border Protection
Office of Border Patrol

Equipment Procurement

Authority

Market research is required in accordance with:

- FAR 7.102, Acquisition Planning Policy
- FAR 10.001, Market Research Policy

Background Information

To support procurement of non-developmental, specialized, off the shelf Information Technology (Vigilant Solutions Reaper LPR Cameras) for use by Customs and Border Protection United States Border Patrol (CBP USBP) in combating drugs and illegal immigration, a market survey was conducted by the Yuma Sector Intelligence Unit.

The expected dollar value of the equipment being requested is approximately (b)(4)

Initial User Requirements

CBP USBP provides multi-mission support to the Department of Homeland Security and Department of Justice. Specific agencies supported include Customs Office of Field Operations, Drug Enforcement Administration, Coast Guard, Federal Bureau of Investigation, Central Intelligence Agency, Joint Inter-Agency Task Force, Federal Emergency Management Agency, and State/Local Law Enforcement agencies. Missions supported by CBP USBP include homeland security, counterterrorism, drug interdiction, illegal immigration, search and rescue, direct law enforcement support, to our nation borders, national disaster survey, worldwide response to emergencies, and communications relay.

Functional Involvement in Market Research

Participant involved in the market research was Special Operations Supervisor (b)(6); (b)(7)(C)

Market Research Techniques and Sources

- Vendor pricing.
 - General Sales Administration, Inc.
 - Vigilant Solutions

Available Sources

- Vendors that provided responses and were part the market survey included:

Friday, August 4, 2017

- General Sales Administration, Inc.
- Vigilant Solutions
- Based upon the nature of the acquisition, mature off-the-shelf technology only businesses meeting this requirement were considered during the market research period.

Extent of Commerciality in the Market

- An analysis of vendors found on the GSA Advantage indicated that sufficient sources of supply do not exist in providing OTS equipment that satisfies the government requirements.
- Market research was conducted on two vendors. It was determined that adequate sources are not available to satisfy this requirement

Prevalent Business Practices

- Standard business practices are applicable for this procurement.

Market and Pricing Issues

- Price ranges were researched for the two vendors addressed above and analysis was conducted that became the basis of our Independent Government Cost Estimate. The price per LPR camera ranges from approximately (b)(4) to approximately (b)(4)

Other Considerations

- There were no other considerations noted as part of this market survey report.

Market Analysis Summary

- Based upon the research conducted it is recommended that Vigilant solutions be utilized in meeting the needs of the government. The results indicated that adequate competition does not exist and that multiple vendors cannot meet all of our requirements.

**Justification for Exception to Fair Opportunity
Exceeding the micro-purchase threshold and up to the SAT pursuant
to FAR 16.505(b)(2)(ii)(A)**

JEFO No.: XXX

Date: September 4, 2017

PR Number: XXXXXX

1. Nature and/or description of the item/service being procured and anticipated cost:
U.S. Customs and Border Protection (CBP), Yuma Sector Border Patrol (YUM), Sector Intelligence Unit (SIU) requires purchasing of eight (8) Vigilant Solutions Reaper License Plate Recognition (LPR) Cameras and eight (8) Perpetual licenses. This equipment will be used in direct support of the Yuma SIU to fill intelligence gaps and identify suspicious activity within the Yuma Sector area of responsibility.

2. Statutory Exception and rationale for its use: (Select one and explain rationale below):

 FAR 16.505(b)(2)(i)(A). The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

 X FAR 16.505(b)(2)(i)(B). Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

 FAR 16.505(b)(2)(i)(C). The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order. [For logical follow-on, the rationale shall describe why the relationship between the initial order and the follow-on is logical (e.g., in terms of scope, period of performance, or value)]:

 FAR 16.505(b)(2)(i)(D). It is necessary to place an order to satisfy a minimum guarantee.

 FAR 16.505(b)(2)(i)(E). For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.

Rationale:

Vigilant Solutions' unique license plate recognition (LPR) cameras are ideal due to ease installation, features and power requirements. The Vigilant Reaper ALPR camera offers single cable Power-over-Ethernet installation, 6.9 x 6.5 x 2-inch housing, capture speed of 120 mph, and operational temperatures of up to 140 degrees Fahrenheit. Vigilant Solutions' Reaper series camera is low profile, compact, and has an integrated processing unit for use in both mobile and fixed LPR applications. Purchase of the Reaper series camera is accompanied with access to Vigilant LPR data.

Vigilant Solutions owns and manages the single largest LPR data sharing initiative in the world, known as the National Vehicle Location Service (NVLS). NVLS consists of over 5.2 billion

LPR scans, and is growing at a rate of over 80-100 million monthly scans. This data consists largely of privately collected LPR data owned by Vigilant and made available for law enforcement consumption exclusively via LEARN.

LEARN offers an exclusive application known as the Mapping Alert Service (MAS). MAS enables the Agency to leverage the data sharing initiative of NVLS to match ALL available LPR data against Agency hotlists and provide "hits" on a map interface with agency-customizable icons. This can be used both to locate vehicles of interest, and also to visualize criminal "hot-spots" for predictive policing efforts.

Vigilant Solutions offers an exclusive feature in its mobile LPR system known as the Mobile Hit Hunter (MHH). Similar to MAS, MHH enables the Agency to match recent NVLS data against the Agency hotlists and distribute any resulting "hits" to MHH-equipped patrol vehicles that are within a two-mile radius of the suspect vehicle. This service greatly enhances the efficiency of officers on patrol.

LEARN offers an exclusive application known as Stakeout that allows for a user to enter an address to see all "visits" to this location. Users may select visits and virtually "stakeout" a location, seeing all LPR scans collected by a driver on a given "visit".

LEARN offers an exclusive reporting option in its Stakeout application allowing for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates, for the location of "common plates" that are seen in more than one of the locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.

LEARN offers an exclusive investigative utility known as Associate Analysis. A query on a known plate can be sent for Associate Analysis to identify other vehicles commonly seen in close proximity to the suspect vehicle. This is very useful in identifying possible associates of a known suspect, or perhaps establishing a pattern of surveillance between a perpetrator and a victim.

LEARN offers an exclusive application known as Locate Analysis which is designed to provide a probabilistic assessment of where to most likely locate a suspect vehicle. Locate Analysis groups LPR detections around addresses, tells you how many visits to these addresses have been conducted by an LPR-equipped vehicle, tells you how many times a suspect vehicle has been seen at each location, tells you if the suspect is more likely to be seen during the day or night at each location, tells you the most recent and most popular locations, provides you with an interactive and chronological map view, and also compiles all of this information into a simple Locator Score, giving immediate and actionable information on where and when you are most likely to find your suspect.

Vigilant Solutions is the only vendor to provide the ability to administer software updates to field-installed mobile LPR systems directly from the back-office. Software updates from Vigilant are made available to Agency Managers in LEARN, and can then be pushed out to

vehicles in the field via standard LEARN server-to-vehicle communications. This feature saves time for the Agency in administering field software updates.

Vigilant Solutions is the only LPR vendor that offers mobile LPR systems using a Digital Signal Processor (DSP). This is important to the Agency because a DSP unit is a solid-state device that contains no moving parts including the processor, motherboard, or memory. The DSP is designed for ruggedized mobile conditions and is resistant to failure due to shock and other adverse conditions commonly seen in a patrol vehicle.

The US Border Patrol's San Diego and El Centro Sectors have tested multiple LPR vendors and found Vigilant Solutions to be the most accurate and user friendly for Agents in the field. The management of the software and server are intuitive and allows for easy setup and movement from site to site. Its unique features listed above are not available from any other LPR company, and provide for an unparalleled capability to identify, target, and interdict criminal activity. They have also tested the company ELSAG. This company held the national contract for CBP's LPR program office. During our testing, they learned that ELSAG was not capable of meeting accuracy requirements of the national contract. In some instances of deployed checkpoint operations (optimal environment) ELSAG was only accurate 60% of the time. As such, CBP has recently canceled their contract. Vigilant Solutions guarantees 98% accuracy. San Diego and El Centro Sectors have also tested 3M systems which were initially considered by state and local law enforcement partners. The technology used by 3M was found to be antiquated and difficult to manage. Their back office server software was slow and required a dedicated team of IT staff to manage. After multiple local agencies tested 3M as well, the state and local law enforcement partners decided on Vigilant Solutions.

There are no other commercial entities that provide this type of hardware, software, or applications compatible with the law enforcement partners in the region. Vigilant Solutions will allow us to further our efforts in creating a whole of government approach to developing patterns of illicit activity.

Contracting Officer

Date

ATTACHMENT 3
Price Quote by Vendor



Quote For:

**San Diego Sector Border Patrol
Fixed and Mobile Cameras**


Quoted By:

Vigilant Solutions, LLC

(b) (6)

Date: 09-15-17

Be Smart. Be Safe. Be Vigilant.

		Vigilant Solutions, LLC 1152 Stealth Street Livermore, California 94551 (P) 858-287-0067		Be smart. Be safe. Be Vigilant.	
Attention:	San Diego Sector Border Patrol	Date	9/15/2017		
Project Name:	Fixed and Mobile Cameras	Quote Number:	GSM-0512-11		

PROJECT QUOTATION

We at Vigilant Solutions are pleased to quote the following systems for the above referenced project:

San Diego Sector

Qty	Item #	Description
(3)	Fixed Camera LPR SYS-1 VSF-XXX-H-RE	Vigilant Fixed LPR Camera with Integrated Smart Processor <u>Hardware:</u> <ul style="list-style-type: none"> Integrated (Internal) solid state DSP Smart processor units - No moving parts <ul style="list-style-type: none"> Plug-N-Play IP based camera with Power Over Ethernet (POE) Includes field installed J-Box Combination IR and Color lens config to be selected at time of order <ul style="list-style-type: none"> Includes RAM mounting bracket <u>Software:</u> <ul style="list-style-type: none"> Direct connect to Vigilant's nationally hosted LEARN LPR data server <ul style="list-style-type: none"> Includes CarDetector LPR software for local server hosting LPR vehicle license plate scanning / real time alerting <ul style="list-style-type: none"> Full suite of LPR tools including data analytics
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(3)	VS-LIC-01	Vigilant Perpetual License for LPR Client Software <ul style="list-style-type: none"> Perpetual license key for indefinite use of Vigilant LPR client software application <ul style="list-style-type: none"> One license key required per LPR software channel Applies to both mobile and fixed LPR software applications
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(3)	VS-SHP-02	Vigilant Shipping & Handling Charges <ul style="list-style-type: none"> Applies to each fixed camera LPR System Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		(b)(4)

Tucson Sector

Qty	Item #	Description
(4)	Mobile LPR SYS-1 CDM-2-45-RE	Mobile LPR 2-Camera System w/ Integrated Processor (Expandable to 4 Cams) <u>Hardware:</u> <ul style="list-style-type: none"> • Qty=1 Combination IR / Color LPR Camera - 50mm lens package • Qty=1 Combination IR / Color LPR Camera - 75mm lens package • Cameras w/ integrated solid state DSPs (No moving parts) • Wiring harness w/ ignition control (Direct to Battery) <ul style="list-style-type: none"> ◦ Single point power connection • Field installed GPS receiver for MDC (USB Connect) <u>Software:</u> <ul style="list-style-type: none"> • CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> ◦ LPR vehicle license plate scanning / real time alerting ◦ Full suite of LPR tools including video tool set
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(4)	VS-RE-MOB-CASE	Reaper System Mobility Carrying Case <ul style="list-style-type: none"> • Pelican case package for ruggedized protection and portability <ul style="list-style-type: none"> ◦ No cameras, camera cables or power cables included
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(4)	CABLE-PWR-CIG-M	Mobile Cigarette Power Cable <ul style="list-style-type: none"> • 12VDC Cable For Reaper and Raptor 3 Mobile Systems
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(8)	U-BASE-SET	High Impact Camera Magnet <ul style="list-style-type: none"> • Made for heavy weighted LPR cameras (Reaper) or high impact applications • One required per camera
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(8)	VS-LIC-01	Vigilant Perpetual License for LPR Client Software <ul style="list-style-type: none"> • Perpetual license key for indefinite use of Vigilant LPR client software application • One license key required per LPR software channel • Applies to both mobile and fixed LPR software applications
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(4)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(1)	VS-TRNG	Vigilant End User Training for LPR Systems <ul style="list-style-type: none"> • End user training for Vigilant products <ul style="list-style-type: none"> ◦ Covers all client purchased applications ◦ Includes classroom and field operation training • Vigilant certified technician to visit site and perform one training class
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(4)	VS-SHP-01	Vigilant Shipping & Handling Charges <ul style="list-style-type: none"> • Applies to each Mobile LPR System • Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		(b)(4)

Yuma Sector

Qty	Item #	Description
(8)	VSF-XXX-H-RE	Vigilant Fixed LPR Camera with Integrated Smart Processor
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(12)	VS-LIC-01	Vigilant Perpetual License for LPR Client Software
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(2)	CDM-2-45-RE	Mobile LPR 2-Camera System w/ Integrated Processor (Expandable to 4 Cams)
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(2)	VS-RE-MOB-CASE	Reaper System Mobility Carrying Case
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(2)	CABLE-PWR-CIG-M	Mobile Cigarette Power Cable
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(4)	U-BASE-SET	High Impact Camera Magnet
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(2)	VS-SHP-01	Vigilant Shipping & Handling Charges
Subtotal Price (Excluding sales tax)		(b)(4)

Qty	Item #	Description
(8)	VS-SHP-02	Vigilant Shipping & Handling Charges
Subtotal Price (Excluding sales tax)		(b)(4)

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. All hardware components to have standard One (1) year hardware warranty.
3. Extended hardware warranty not included. Additional 1-4 years available.
4. Tax not included.
5. Discounted pricing given.
6. Set-up and travel provided for mobile units.

Quoted by: (b) (6)

Total Price (Excluding sales tax)	(b)(4)
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PURCHASE ORDER TERMS AND CONDITIONS**U.S. CUSTOMS and BORDER PROTECTION**
Supplemental Clauses/Provisions

Order Number: HSBP1017P00740

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Fixed LPR Camera SYS-1, VSF-XXX-H-RE	3.000	EA	(b)(4)	(4)
20	Vigilant Perpetual License, VS-LIC-01	3.000	EA		
30	Vigilant Shipping/Handling	1.000	AU		
40	Mobile LPR 2 - Camera Sys, CDM-2-45--RE	4.000	EA		
50	Mobil Carrying Case, VS-RE-MOB-CASE	4.000	EA		
60	Cigarette Power Cable, CABLE-PWR-CIG-M	4.000	EA		
70	High Impact Camera Magnet, U-BASE-SET	8.000	EA		
80	Vigilant Perpetual License, VS-LIC-01	8.000	EA		
90	Vigilant System Start Up, SSU-SYS-COM	4.000	EA		
100	Vigilant End User Trng, VS-TRNG	1.000	AU		
110	Vigilant Trvl via Client Site, VS-TRVL-01	1.000	AU		
120	Vigilant Shipping/Handling, VS-SHP-01	1.000	AU		
130	LPR CAMERA	8.000	EA		
140	LPR Client Software	12.000	EA		
150	Mobile LPR 2-Camera System	2.000	EA		
160	Reaper System Mobility Carrying Case	2.000	EA		
170	Shipping and Handling Charges	1.000	AU		
180	Mobile Cigarette Power Cable	2.000	EA		
190	High Impact Camera Magnet	4.000	EA		

Total Funded Value of Award:

(b)(4)

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.319BUSCSGLCS0935707011Z00017500AB0300000000 BPW11319B TAS# 07020172017 0530000	(b)(4)
20	6100.315BUSCSGLCS0935707011Z00017500AB0300000000 BPW11315B TAS# 07020172017 0530000	
30	6100.2525USCSGLCS0935707011Z00017500AB0300000000 BPW112525 TAS# 07020172017 0530000	
40	6100.319BUSCSGLCS0935707011Z00017560AB2000000000 OR421319B TAS# 07020172019 0532000	
50	6100.319BUSCSGLCS0935707011Z00017560AB2000000000 OR421319B TAS# 07020172019 0532000	
60	6100.319BUSCSGLCS0935707011Z00017560AB2000000000 OR421319B TAS# 07020172019 0532000	
70	6100.319BUSCSGLCS0935707011Z00017560AB2000000000 OR421319B TAS# 07020172019 0532000	
80	6100.315BUSCSGLCS0935707011Z00017560AB2000000000 OR421315B TAS# 07020172019 0532000	
90	6100.319BUSCSGLCS0935707011Z00017560AB2000000000 OR421319B TAS# 07020172019 0532000	
100	6100.2525USCSGLCS0935707011Z00017560AB2000000000 OR4212525	

	TAS# 07020172019 0532000	
110	6100.2525USCSGLCS0935707011Z00017560AB2000000000 OR4212525 TAS# 07020172019 0532000	(b)(4)
120	6100.2525USCSGLCS0935707011Z00017560AB2000000000 OR4212525 TAS# 07020172019 0532000	
130	6100.319BUSCSGLCS0935709011Z00017500AB0300000000 BPY11319B TAS# 07020172017 0530000	
140	6100.315BUSCSGLCS0935709011Z00017500AB0300000000 BPY11315B TAS# 07020172017 0530000	
150	6100.319BUSCSGLCS0935709011Z00017500AB0300000000 BPY11319B TAS# 07020172017 0530000	
160	6100.319BUSCSGLCS0935709011Z00017500AB0300000000 BPY11319B TAS# 07020172017 0530000	
170	6100.2525USCSGLCS0935709011Z00017500AB0300000000 BPY112525 TAS# 07020172017 0530000	
180	6100.319BUSCSGLCS0935709011Z00017500AB0300000000 BPY11319B TAS# 07020172017 0530000	
190	6100.319BUSCSGLCS0935709011Z00017500AB0300000000 BPY11319B TAS# 07020172017 0530000	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 2411 Boswell Road Chula Vista, CA 91914-3519	10	3.000	10/27/2017
	20	3.000	10/27/2017
	30	1.000	10/27/2017
Customs and Border Protection 2430 S Swan Road Tucson, AZ 85711-6565	40	4.000	10/27/2017
	50	4.000	10/27/2017
	60	4.000	10/27/2017
	70	8.000	10/27/2017
	80	8.000	10/27/2017
	90	4.000	10/27/2017
	100	1.000	10/27/2017
	110	1.000	10/27/2017
	120	1.000	10/27/2017
Customs and Border Protection 4030 South Ave A Yuma, AZ 85365	130	8.000	10/27/2017
	140	12.000	10/27/2017
	150	2.000	10/27/2017
	160	2.000	10/27/2017
	170	1.000	10/27/2017
	180	2.000	10/27/2017
	190	4.000	10/27/2017

II.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov

I. FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

NUMBER	TITLE
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II.2 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)

II.3 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

II.4 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JAN 2017)

II.5 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

II.6 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

II.7 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

II.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions))

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

- ☐ (5) [Reserved].
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (31 U.S.C. 6101 note).
- ☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313)
- ☐ (10) [Reserved].
- ☒ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
 - ☐ (ii) Alternate I (Nov 2011) of 52.219-3.
- ☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
 - ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (NOV 2011).
 - ☐ (iii) Alternate II (NOV 2011).
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
 - ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
 - ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
 - ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
 - ☐ (iv) Alternate III (JAN 2017) of 52.219-9.
 - ☐ (v) Alternate IV (JAN 2017) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

- ☒ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- ☐ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☐ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- ☐ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693)
- ☐ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (OCT 2015) of 52.223-13.
- ☐ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (JUN 2014) of 52.223-14.

- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).
- ☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☒ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103–182, 108–77, 108–78, 108–286, 108–302, 109–53, 109–169, 109–283, 110–138, 112–41, 112–42, and 112–43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area set-Aside (NOV 2007)
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
- ☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ☐ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (60) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- ☐ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

□ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]

□ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

□ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

□ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

□ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

□ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

□ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. Chapter 67).

□ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

□ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658)

□ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706)

□ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

□ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

- (ii) 52.203–19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113–235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219–8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222–17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (i) of FAR clause 52.222–17.
- (v) 52.222–21, Prohibition of Segregated Facilities (APR 2015)
- (vi) Equal Opportunity (SEP 2016) (E.O. 11246).
- (vii) 52.222–35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (viii) 52.222–36, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ix) 52.222–37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212)
- (x) 52.222–40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222–40.
- (xi) 52.222–41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xii) [X] (A) 52.222–50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 [] (B) Alternate I (MAR 2015) of 52.222–50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222–53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222–54, Employment Eligibility Verification (OCT 2015).
- (xvi) 52.222–55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658).
- (xvii) 52.222–59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222–59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222–60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).
- (xix) 52.222–62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx) (A) 52.224–3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 (B) Alternate I (JAN 2017) of 52.224–3.
- (xxi) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

II.9 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

☐ 3052.209-72 Organizational Conflicts of Interest.

☐ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

☐ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

☐ 3052.203-70 Instructions for Contractor Disclosure of Violations.

☐ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.

☐ 3052.204-71 Contractor Employee Access.

☐ Alternate I

☐ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

☐ 3052.209-73 Limitation on Future Contracting.

☐ 3052.215-70 Key Personnel or Facilities.

☐ 3052.216-71 Determination of Award Fee.

☐ 3052.216-72 Performance Evaluation Plan.

☐ 3052.216-73 Distribution of Award Fee.

☐ 3052.219-70 Small Business Subcontracting Plan Reporting.

☐ 3052.219-71 DHS Mentor Protégé Program.

☐ 3052.228-70 Insurance.

☐ 3052.236-70 Special Provisions for Work at Operating Airports.

☐ 3052.242-72 Contracting Officer's Technical Representative.

☐ 3052.247-70 F.o.B. Origin Information.

☐ Alternate I

☐ Alternate II

☐ 3052.247-71 F.o.B. Origin Only.

☒ 3052.247-72 F.o.B. Destination Only.

(End of clause)

II.10 CONTRACT TYPE (OCT 2008)

This is a .

[End of Clause]

II.11 TERM OF CONTRACT (MARCH 2003)

The term of this contract is from 09/25/2017 through 10/27/2017.

[End of Clause]

II.12 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

II.13 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (JAN 2016)

Beginning April 11, 2016, payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). Payment terms for existing contracts and orders awarded prior to April 11, 2016 remain the same. The Contractor must use IPP for contracts and orders awarded April 11, 2016 or later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to April 11, 2016.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP:

- _____
- _____
- _____
- _____
- _____

The IPP was designed and developed for Contractors to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting IPPCustomerSupport@fms.treas.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

II.14 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]